



Sen. Antonio Muñoz

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1 AMENDMENT TO SENATE BILL 626

2 AMENDMENT NO. _____. Amend Senate Bill 626 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Vehicle Code is amended by
5 changing Section 6-305.2 as follows:

6 (625 ILCS 5/6-305.2)

7 Sec. 6-305.2. Limited liability for damage.

8 (a) Damage to private passenger vehicle. A person who rents
9 a motor vehicle to another may hold the renter liable to the
10 extent permitted under subsections (b) through (d) for physical
11 or mechanical damage to the rented motor vehicle that occurs
12 during the time the motor vehicle is under the rental
13 agreement.

14 (b) Limits on liability: vehicle MSRP \$50,000 or less. The
15 total liability of a renter under subsection (a) for damage to
16 a motor vehicle with a Manufacturer's Suggested Retail Price

1 (MSRP) of \$50,000 or less may not exceed all of the following:

2 (1) The lesser of:

3 (A) Actual and reasonable costs that the person who
4 rents a motor vehicle to another incurred to repair the
5 motor vehicle or that the rental company would have
6 incurred if the motor vehicle had been repaired, which
7 shall reflect any discounts, price reductions, or
8 adjustments available to the rental company; or

9 (B) The fair market value of that motor vehicle
10 immediately before the damage occurred, as determined
11 in the customary market for the retail sale of that
12 motor vehicle; and

13 (2) Actual and reasonable costs incurred by the loss
14 due to theft of the rental motor vehicle up to \$2,000;
15 provided, however, that if it is established that the
16 renter or an authorized driver failed to exercise ordinary
17 care while in possession of the vehicle or that the renter
18 or an authorized driver committed or aided and abetted the
19 commission of the theft, then the damages shall be the
20 actual and reasonable costs of the rental vehicle up to its
21 fair market value, as determined by the customary market
22 for the sale of that vehicle.

23 For purposes of this subsection (b), for the period prior
24 to June 1, 1998, the maximum amount that may be recovered from
25 an authorized driver shall not exceed \$6,000; for the period
26 beginning June 1, 1998 through May 31, 1999, the maximum

1 recovery shall not exceed \$7,500; and for the period beginning
2 June 1, 1999 through May 31, 2000, the maximum recovery shall
3 not exceed \$9,000. Beginning June 1, 2000, and annually each
4 June 1 thereafter, the maximum amount that may be recovered
5 from an authorized driver shall be increased by \$500 above the
6 maximum recovery allowed immediately prior to June 1 of that
7 year.

8 (b-5) Limits on liability: vehicle MSRP more than \$50,000.
9 The total liability of a renter under subsection (a) for damage
10 to a motor vehicle with a Manufacturer's Suggested Retail Price
11 (MSRP) of more than \$50,000 may not exceed all of the
12 following:

13 (1) the lesser of:

14 (A) actual and reasonable costs that the person who
15 rents a motor vehicle to another incurred to repair the
16 motor vehicle or that the rental company would have
17 incurred if the motor vehicle had been repaired, which
18 shall reflect any discounts, price reductions, or
19 adjustments available to the rental company; or

20 (B) the fair market value of that motor vehicle
21 immediately before the damage occurred, as determined
22 in the customary market for the retail sale of that
23 motor vehicle; and

24 (2) the actual and reasonable costs incurred by the
25 loss due to theft of the rental motor vehicle up to
26 \$40,000.

1 The maximum recovery for a motor vehicle with a
2 Manufacturer's Suggested Retail Price (MSRP) of more than
3 \$50,000 under this subsection (b-5) shall not exceed \$40,000 on
4 the effective date of this amendatory Act of the 99th General
5 Assembly. On October 1, 2016, and for the next 3 years
6 thereafter, the maximum amount that may be recovered from an
7 authorized driver under this subsection (b-5) shall be
8 increased by \$2,500 above the prior year's maximum recovery. On
9 October 1, 2020, and for each year thereafter, the maximum
10 amount that may be recovered from an authorized driver under
11 this subsection (b-5) shall be increased by \$1,000 above the
12 prior year's maximum recovery.

13 (c) Multiple recoveries prohibited. Any person who rents a
14 motor vehicle to another may not hold the renter liable for any
15 amounts that the rental company recovers from any other party.

16 (d) Repair estimates. A person who rents a motor vehicle to
17 another may not collect or attempt to collect the amount
18 described in subsection (b) or (b-5) unless the rental company
19 obtains an estimate from a repair company or an appraiser in
20 the business of providing such appraisals on the costs of
21 repairing the motor vehicle, makes a copy of the estimate
22 available upon request to the renter who may be liable under
23 subsection (a), or the insurer of the renter, and submits a
24 copy of the estimate with any claim to collect the amount
25 described in subsection (b) or (b-5). In order to collect the
26 amount described in subsection (b-5), a person renting a motor

1 vehicle to another must also provide the renter's personal
2 insurance company with reasonable notice and an opportunity to
3 inspect damages.

4 (d-5) In the event of loss due to theft of the rental motor
5 vehicle with a MSRP more than \$50,000, the rental company shall
6 provide reasonable notice of the theft to the renter's personal
7 insurance company.

8 (e) Duty to mitigate. A claim against a renter resulting
9 from damage or loss to a rental vehicle must be reasonably and
10 rationally related to the actual loss incurred. A rental
11 company shall mitigate damages where possible and shall not
12 assert or collect any claim for physical damage which exceeds
13 the actual costs of the repair, including all discounts or
14 price reductions.

15 (f) No rental company shall require a deposit or an advance
16 charge against the credit card of a renter, in any form, for
17 damages to a vehicle which is in the renter's possession,
18 custody, or control. No rental company shall require any
19 payment for damage to the rental vehicle, upon the renter's
20 return of the vehicle in a damaged condition, until after the
21 cost of the damage to the vehicle and liability therefor is
22 agreed to between the rental company and renter or is
23 determined pursuant to law.

24 (g) If insurance coverage exists under the renter's
25 personal insurance policy and the coverage is confirmed during
26 regular business hours, the renter may require that the rental

1 company must submit any claims to the renter's personal
2 insurance carrier as the renter's agent. The rental company
3 shall not make any written or oral representations that it will
4 not present claims or negotiate with the renter's insurance
5 carrier. For purposes of this Section, confirmation of coverage
6 includes telephone confirmation from insurance company
7 representatives during regular business hours. After
8 confirmation of coverage, the amount of claim shall be resolved
9 between the insurance carrier and the rental company.

10 (Source: P.A. 90-113, eff. 7-14-97.)

11 Section 10. The Renter's Financial Responsibility and
12 Protection Act is amended by changing Section 15 as follows:

13 (625 ILCS 27/15)

14 Sec. 15. Prohibited practices.

15 (a) A rental company may not sell a damage waiver unless
16 the renter agrees to the damage waiver in writing at or prior
17 to the time the rental agreement is executed.

18 (b) A rental company may not void a damage waiver except
19 for one or more of the following reasons:

20 (1) Damage or loss while the rental vehicle is used to
21 carry persons or property for a charge or fee.

22 (2) Damage or loss during an organized or agreed upon
23 racing or speed contest or demonstration or pushing or
24 pulling activity in which the rental vehicle is actively

1 involved.

2 (3) Damage or loss that could reasonably be expected
3 from an intentional or criminal act of the driver other
4 than a traffic infraction.

5 (4) Damage or loss to any rental vehicle resulting from
6 any auto business operation, including but not limited to
7 repairing, servicing, testing, washing, parking, storing,
8 or selling of automobiles.

9 (5) Damage or loss occurring to a rental vehicle if the
10 rental contract is based on fraudulent or material
11 misrepresentation by the renter.

12 (6) Damage or loss arising out of the use of the rental
13 vehicle outside the continental United States when such use
14 is specifically prohibited in the rental agreement.

15 (7) Damage or loss occurring while the rental vehicle
16 is operated by a driver not permitted under the rental
17 agreement.

18 (8) Damage or loss occurring while the rental vehicle
19 is operated by a driver under the influence of alcohol,
20 other drug or drugs, intoxicating compound or compounds, or
21 any combination thereof and convicted of violating
22 subsection (a) of Section 11-501 of the Illinois Vehicle
23 Code.

24 (c) A rental company shall not charge more than \$12.50 per
25 full or partial 24 hour rental day for a collision damage
26 waiver prior to January 1, 2014. Beginning January 1, 2014, a

1 rental company shall not charge more than \$13.50 per full or
2 partial 24 hour rental day for a collision damage waiver.

3 (d) A rental company may offer a collision damage waiver on
4 any rental vehicle having a value in excess of a Manufacturer's
5 Suggested Retail Price (MSRP) of \$50,000; however, the
6 provisions of subsection (c) of this Section shall not apply to
7 collision damage waivers under this subsection (d).

8 (Source: P.A. 98-428, eff. 8-16-13.)

9 Section 99. Effective date. This Act takes effect October
10 1, 2015."